IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ARGONAUT GREAT CENTRAL INSURANCE COMPANY, Plaintiff v. HIGHLAND TOWNSHIP, ELK COUNTY, PENNSYLVANIA, Defendants	Civil Action No. 1:17-cv-00029-SPB Assigned to Magistrate Judge Susan Paradise Baxter

ANSWER

Defendant, Highland Township, Elk County, Pennsylvania ("Highland Township" or "Township"), by and through its attorneys, Knox McLaughlin Gornall & Sennett, P.C., hereby files the foregoing Answer to Plaintiff's Complaint for Declaratory Judgment (ECF No. 1):

1. After reasonable investigation, Defendant lacks knowledge or information sufficient to determine the truth of the allegations of this paragraph and, therefore, they are denied.

2. It is admitted only that Highland Township was previously organized under the Second Class Township Code, 53 P.S. § 65101, et seq., and is now organized under the Home Rule Charter and Options Law, 53 Pa. C.S. § 2901, et seq.

3. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied. Moreover, the allegations are based on the Home Rule Charter, which speaks for itself. The allegations are therefore further denied to the extent they summarize, paraphrase or are otherwise inconsistent with that writing.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

13. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

14. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

15. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

16. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

17. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

18. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

19. Admitted.

20. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

21. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

22. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

23. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

24. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

25. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

26. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

27. Admitted. Moreover, the allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

28. Admitted. Moreover, the allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

29. Admitted.

30. Admitted.

31. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

32. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

33. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

34. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

35. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

36. The allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings.

37. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on February 18, 2013. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

38. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on March 18, 2013. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

39. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on February 12, 2014. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

40. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on February 26, 2014. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

41. Denied. It is further averred that no such meeting occurred on March 12, 2015. To the extent this allegation was intended to refer to a meeting held on March 12, 2014, it is admitted only that a meeting of the Highland Township Board of Supervisors was held on March 12, 2014. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

42. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on March 12, 2014. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

43. It is admitted only that a meeting of the Highland Township Board of Supervisors was held on March 12, 2014. The substance of the discussions that occurred at that meeting is contained in any recordings of the meeting or is summarized in minutes of the meeting, which speak for themselves. The allegations of this paragraph are denied to the extent they summarize, paraphrase, or are otherwise inconsistent with those recordings or writings.

44. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

45. It is admitted only that certain individuals related to Highland Township were aware of Seneca's claim when it applied for the Argonaut policy on or about June 2015. The remaining allegations of this paragraph refer to and are based on one or more writings, which speak for themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings. It is further averred that Plaintiff was aware of Seneca's claims at the time the Township submitted its application for the Argonaut policy.

46. It is admitted only that Christy Reigel was present at some, if not all, of the Township meetings identified in the Complaint and that Christy Reigel signed an application for an Argonaut policy on or about June 2015.

47. Defendant incorporates, by reference, paragraphs 1 through 47 of this Answer.

48. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

49. Defendant incorporates, by reference, paragraphs 1 through 49 of this Answer.

50. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

51. Defendant incorporates, by reference, paragraphs 1 through 51 of this Answer.

52. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

53. Denied.

54. Denied.

55. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

56. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

57. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

58. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

59. Defendant incorporates, by reference, paragraphs 1 through 59 of this Answer.

60. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

61. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

62. It is admitted only that the Township received legal advice regarding Ordinance 1-9 of 2013 prior to the ordinance's enactment. To the extent this allegation is based on one or more writings, those writings speak themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings. The remaining allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

63. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

64. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

65. It is admitted only that the Township received legal advice regarding the Home Rule Charter prior to the passage of the Charter in the 2016 general election. To the extent this allegation is based on one or more writings, those writings speak themselves. Those allegations are denied to the extent they summarize, paraphrase or are otherwise inconsistent with those writings. The remaining allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

66. Defendant incorporates, by reference, paragraphs 1 through 66 of this Answer.

67. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

68. The allegations of this paragraph constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

2. Plaintiff's claims are barred, in whole or in part, based on the doctrine of laches.

3. Plaintiff's claims are barred, in whole or in part, based on the doctrine of estoppel.

4. Plaintiff's claims are barred, in whole or in part, based on the doctrine of waiver.

5. Plaintiff's claims are barred, in whole or in part, because Plaintiff was aware of the Seneca claims—through express representations by the Township or otherwise to Plaintiff, its agents and/or its representatives—prior to the Township's application for a policy with Plaintiff.

6. Plaintiff's claims are barred, in whole or in part, because Plaintiff was aware of the Seneca claims—through express representations by the Township or otherwise to Plaintiff, its agents and/or its representatives—prior to Plaintiff's issuance of a policy to the Township.

7. Plaintiff's claims are barred, in whole or in part, based on statements and representations made to the Township from Plaintiff, its agents, and/or its representatives.

8. Defendants reserve the right to supplement and amend its Affirmative Defenses based upon discovery, and further investigation into Plaintiff's claims.

WHEREFORE, Defendant, Highland Township, respectfully requests that the Court enter judgment in its favor as to all of Plaintiff's claims, that this action be dismissed, with prejudice, and that the Court enter any other relief to Defendant it deems just and proper.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL
& SENNETT, P.C.

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